

AGREEMENT NUMBER
IFBDGSOFAACC02NAT

1. This Agreement is entered into between the State Agency and the Contractor named below
STATE AGENCY'S NAME
Department of General Services, Office of Fleet Administration
CONTRACTOR'S NAME
National Car Rental System
2. The term of this Agreement is: January 1, 2002 through December 31, 2002
3. The maximum amount of this Agreement is: \$
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit A - Scope of Work	Page(s) 1-8	
Exhibit B - Special Terms and Conditions	Page(s) 9-10	
* Exhibit C - General Terms and Conditions	GTC201 (Number)	8/24/2001 (Dated)
Attachment 2 - Bid/Bidder Certification Sheet	Page(s) 11-12	
Attachment 3 - Daily, Weekly and Monthly Rates and One Way Drop Charges	Page(s) 13-14	
Attachment 4 - International Rates	Page(s) 15-16	
Attachment 5 - Participating Locations	Page(s) 17-21	
Attachment 6 - Reservation/Quality Control Numbers	Page(s) 22-23	

*View at www.dgs.ca.gov/contacts

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) National Car Rental System		<div style="font-size: 2em; margin-bottom: 10px;">bjo</div> <div style="border: 2px solid black; padding: 10px; width: fit-content; margin: 0 auto;"><div style="text-align: center; font-weight: bold; font-size: 1.2em;">APPROVED</div><div style="text-align: center; font-weight: bold; font-size: 1.5em; margin: 5px 0;">JUL 12 2002</div><div style="text-align: center; font-weight: bold; font-size: 0.8em;">DEPT OF GENERAL SERVICES</div></div>
BY (Authorized Signature) 	DATE SIGNED 11-8-01	
PRINTED NAME AND TITLE OF PERSON SIGNING Jeanie Wendling		
ADDRESS 40 Edwards Court, Burlingame, CA 94010		
STATE OF CALIFORNIA		
AGENCY NAME Department of General Services, Office of Fleet Administration		<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"><div style="text-align: center; font-weight: bold; font-size: 0.8em;">EXEMPT PER</div></div>
BY (Authorized Signature) 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS 802 Q Street, Sacramento, CA 95814		

SCOPE OF WORK**1. STATE OF CALIFORNIA CAR RENTAL AGREEMENT**

The State of California, (hereinafter referred to as the "State" and NATIONAL (hereinafter referred to as the "Company"), hereby agree that Company will provide the State with rental car services in accordance with the terms and conditions of this agreement.

Company agrees that the terms and conditions set forth herein take precedence over any contrary policies and provisions of any Company rental document that the State of California employee signs when renting a vehicle. Representations by and obligations of Company hereunder are also representations by and obligations of Company's participation franchisees and subcontractors.

Note: During the term of this agreement, Company will be placed on a list with any and all companies that have entered into similar agreements with State. This list will be available to state agencies to use, as those agencies deem appropriate, in meeting their rental car needs. If a state agency chooses to rent vehicles from Company, Company shall provide those vehicles in accordance with all the terms and conditions of this agreement.

2. TERM OF CONTRACT/OPTIONAL EXTENSION

The State intends to issue a one-year contract from January 1, 2002 through December 31, 2002, for each contract awarded. The State will have an option to extend the contract term, at its sole discretion, for one (1) additional year. At the expiration of the first extension of a contract resulting from this IFB, the State may request an additional one-year extension of a contract, however, contractors may request price increases in accordance with the following procedure.

The State may authorize price increases effective one (1) year from the starting date of the contract. The Department of General Services, Office of Fleet Administration will negotiate Price increases, and in no case shall exceed the Consumer Price Index (CPI) for the previous calendar year. A written request for the cost increases must be submitted to the Office of Fleet Administration at least ninety (90) days prior to the effective date. The Company shall include in the written request full justification for the price increase. The CPI will be calculated according to the Consumer Annual Average for California which will be supplied by the State of California, Department of Finance, Economic Research Section, Sacramento, California, telephone number (916) 322-2263.

The State shall endeavor to give notice of its intention to extend the contract term at least one hundred and twenty (120) days before expiration of the current term. Companies will be requested to provide updated information relative to the Disabled Veteran Business Enterprise goals for contract term extensions.

3. RATES

The daily, weekly, and monthly rates as well as one way rental drop charges offered to State of California employees nationwide are set forth in **Attachment 3**. International rates if applicable are set forth in **Attachment 4**. Rates will include unlimited mileage provided the car is returned to the renting location or other drop point authorized by the company at the time of pick up. Rates offered must also include all charges, in addition to airport access fees, vehicle license fees and, State, City and County or local surcharges that apply to the rental car industry as a whole. Sales tax and refueling charges will not be included in the rate.

Rates quoted in **Attachment 3** and **4** will not be subject to blackout dates, and do not require advance reservations or a minimum rental period. If the Company provides a vehicle not included in **Attachment 3** and **4**, or authorizes a different rate, the terms and conditions of this

Agreement will nevertheless apply. Submitted rates will be entered into the Airline Computer Reservation Systems (CRC) by the Company and be designated as the **CALIFORNIA STATE CONTRACT RATE**. The State of California will publish rates described in **Attachment 3** and **4** (to the extent possible) changes thereto in Management Memorandum or comparable document. The Company may periodically decrease and increase rates below this maximum. **THE CURRENT RATE SHALL BE QUOTED TO THE STATE TRAVELER AT THE TIME OF RESERVATION.**

Note: Rates quoted in **Attachment 3** and **4** must be available at all corporate and participating licensee locations. All California corporate locations at which Company does business must be listed as participating locations in **Attachment 5**. Company will not charge the State more than the contract rates set forth in **Attachment 3** and **4**.

4. **PARTICIPATING LOCATIONS**

The Company will identify all participating locations in **Attachment 5**, and list these locations, with hours of operation, in the Computer Reservation System (CRS).

A. **ON-TERMINAL LOCATIONS** – On-Terminal locations are locations where both the rental counter(s)/office(s) and vehicles are located on airport property or the rental counter(s)/office(s) is/are on airport property and another rental office and vehicles are away from airport property. The Company must have timely and clearly marked shuttle bus service or other such service, from clearly defined locations in the airport to transport travelers to offices away from the airport terminal. Transportation time to the rental office will not exceed 15 minutes from the time the traveler's call is placed or the time of pick up.

B. **OFF-TERMINAL LOCATIONS** – Off-Terminal locations are locations where both the rental office and vehicles are located off the airport property but the following criteria are met. Off-Terminal locations must be accessible by timely and clearly marked shuttle bus service or other such service from clearly defined locations in the airport. Rental office entered in CRSs as "Off-Terminal" must be in the close vicinity of the airport; transportation time to the rental office will not exceed 20 minutes from the time the traveler's call is placed or the time of pick up.

C. **CITY AND SUBURBAN LOCATIONS** – Any location that does not meet the definition of On-Terminal or Off-Terminal shall be referred to as a City or Suburban location. These locations participating in the State of California program will comply with the provisions of this Agreement with the exception of providing pick up and delivery services to and from airports.

5. **RENTAL OFFICES**

The rental offices and/or in-terminal counters will be in a permanent structure, well-lighted, clean, property maintained and clearly defined as the rental Company with whom the reservation was made, as specified by the airport locations.

6. **HOURS OF OPERATION**

The minimum hours of operation within the scope of this contract shall be consistent with airport hours at those locations, and consistent with business hours at all other locations.

7. **RENTAL VEHICLE AND AGREEMENT PROCEDURES**

The vehicle to be rented will be ready for dispatch, to the extent possible, when the renter arrives at the rental location. The renter will be furnished a copy of the Company rental agreement and will not be bound by any stipulation therein which is inconsistent with this Agreement.

8. **RESERVATION CENTER**

Personnel receiving telephone requests will quote current rates, verify participating locations and their hours of operation, and advise renters of the location of offices where employees are

to pick up and return vehicles. Reservations may be made by telephone or through the airline CRS. When the airline computer reservation systems are used to arrange travel, the State of California is under no obligation to book rental cars by phone if the Company is not a party to at least one of the systems employed by the installation or agency concerned. Repeated Company failure to honor reservations will be grounds for placing individual locations in nonuse until satisfactory remedial measures are effected. If the size/class car reserved is not available, the Company will substitute an upgraded vehicle at the same price or, with renter's consent, a smaller car at the reduced rate. Credit card numbers will not be required to make reservations. A confirmation number and, if requested, the local rental location telephone number will be provided at the time a reservation is made. The toll free number for reservations is shown in Attachment 6.

9. **EMPLOYEE IDENTIFICATION AND PAYMENT**

The **American Express Government Charge Card** and the **State of California, Department of General Services Charge Card** will be evidence of a state employee's official status. Payment by the state employee may be made with the **American Express Government Charge Card**, the **State of California, Department of General Services Charge Card** or the **American Express Business Travel Account**. Acceptance of an **American Express Government Charge Card** or **State of California, Department of General Services Charge Card** is mandatory. Precharging credit cards with the estimated amount of the rental and/or making changes to the method of payment (i.e., changing from Department of General Services Charge Card to another form of payment) when the car is returned is prohibited. Cash, personal checks and personal credit cards are not authorized forms of payment for the State of California contract commercial car rental rates.

- A. **AUTHORIZATION FOR OPTIONAL USERS** – The methods of payment for authorization of state employees shall apply to optional users as set forth in Exhibit B, DEFINITIONS. It is permissible for the contractor to work out other methods of authorization for optional users, providing it ensures that only authorized persons traveling on official state business use the contracted rates, and payment is by a state agency and not by a private party.

10. **BILLING TO INDIVIDUAL DEPARTMENTS**

For customers using the State of California, Department of General Services Charge Card for payment, the Company will bill each individual vehicle rental to the state employee's department under the General Services Charge Card Customer Account Number. **THE COMPANY WILL NOT BILL THE DEPARTMENT OF GENERAL SERVICES, OFFICE OF FLEET ADMINISTRATION, FOR VEHICLES RENTED BY EMPLOYEES OF OTHER OFFICES AND DEPARTMENTS.** THE COMPANY MUST SEND INVOICES TO THE EMPLOYEE'S DEPARTMENT OR OFFICE ADDRESS. DO NOT SEND TO THE OFFICE OF FLEET ADMINISTRATION ADDRESS, 1416 10TH STREET. The company may download the weekly updated Customer Account Number (CAN) file at:

<http://www.ofs.dgs.ca.gov/default.asp?mp=EFT/main.asp> The Company shall provide the State a single address for the remittance of all payments. All revenue from this Contract shall be processed and reported through a single company billing location.

A. **CUSTOMER ACCOUNT NUMBER (CAN) FILE**

Company must maintain and update the Customer Account Number file for the State of California, Department of General Services Charge Card. The Customer Account Number File is updated biweekly, the State suggests that the company update their Customer Account Number file bimonthly. Prior to downloading the file, the company must register at: <http://www.ofs.dgs.ca.gov/default.asp?mp=EFT/main.asp>.

11. **AMERICAN EXPRESS GOVERNMENT CHARGE CARD CHARGES AND BILLING**

Company will invoice each individual vehicle rental to the travel card provider when the American Express Government Charge Card is used as payment.

12. **AMERICAN EXPRESS BUSINESS TRAVEL ACCOUNT CHARGES AND BILLING**

The Business Travel Account is controlled by the travel agency, the reservation is made with billing numbers that identify the traveler, the department, the cost center, the State rate, and the proper insurance coverage. There are no actual cards. Upon completion of the transaction the Car Rental Company will submit the transaction to AMEX for payment. The State department will receive a consolidated billing statement from AMEX reflecting charges through the 25th of the month. The detailed billing will come directly from the car rental company providing the detail, including cost center information, directly to the department. The department will pay American Express directly.

13. **BILLING DOCUMENTS**

The billing documents from the Company will be legible and include the following information: confirmation/reservation numbers, check-in and check-out date and time [by week(s), day(s), and hour(s)], additional hour rate charge, check-in and check-out locations, beginning and ending mileage and fuel, break-down of charges, daily rate charged, car class, car class code, vehicle description, employee's name, employee's office telephone number, department, unit name, billing address, method of payment, Department of General Services Charge Card Customer Account Number. Copies of the rental agreement with renter's signature shall be made available upon request, if applicable.

14. **AUTHORIZED DRIVERS**

Persons authorized to operate vehicles rented under this agreement, if properly licensed, include the renter, and without additional charge, the renter's fellow employees, while acting within the scope of their employment duties. Employees or agents of the State of California who are 21 or older, if otherwise eligible, may rent and operate vehicles under this Agreement when on official business.

15. **INSURANCE REQUIREMENT**

THIRD PARTY LIABILITY INSURANCE COVERAGE AND INDEMNIFICATION

Notwithstanding the provisions of any Company rental vehicle agreement executed by the state employee, the Company will maintain in force, at its sole cost, insurance coverage, or a duly qualified self insurance program which will indemnify, defend and otherwise protect the State of California and state employees against liability for personal injury, death, and property damage arising from the use of the vehicle. EXCEPT when the loss or damage is caused by one or more of the following:

- A. *Operation of the vehicle by a driver who contributed to the accident while (and has been adjudged by the courts to have been) under the influence of alcohol (in excess of the legal limits) or any illegal non-prescription drug.*
- B. *Operation or use of the vehicle for any intentionally illegal purposes.*

The limit of such liability shall be at least \$500,000 per occurrence for bodily injury and property damage combined. The conditions, restrictions and exclusions of the applicable insurance for any rental shall not be less favorable to the State of California and state employees than the coverage afforded under standard automobile liability policies. When more favorable insurance terms are required under applicable state or foreign country law, such terms will apply to the rental. Standard coverage will include mandatory no-fault benefits where required by law. The Company warrants that, to the extent permitted by law, the liability and property damage coverage provided are primary in all respects to other sources of compensation, including claims statutes or insurance and/or self insurance available to the State of California, renter, or additional authorized driver. Proof of such insurance or self-insurance shall be provided to the State of California. Failure to maintain this required insurance or self-insurance will be grounds for termination of this agreement by the State.

The Company shall furnish to the State of California, along with the bid package, evidence of insurance or self insurance, in the amount of not less than \$500,000 per occurrence, for bodily injury and property damage combined. Providing a certificate of insurance issued by an insurer admitted to issue policies in California may satisfy evidence of insurance. The insurer shall have a rating of B+ or better as determined by Best's Key Rating Guide. Or, the Company shall furnish, along with the bid package, a plan of self-insurance, which includes a copy of the most recent Annual Report, including CPA audited financial statement, to be reviewed by the Office of Risk and Insurance Management.

- A. Self-Insurance in the amount of not less than \$500,000 per occurrence, for bodily injury and property damage combined.
- B. The self-insurance program must be maintained on an actuarially sound basis and be reviewed annually by an independent insurance consultant acceptable to the Department of General Services, Office of Risk and Insurance Management.
- C. A discrete self-insurance fund, in cash or its equivalent, sufficient to satisfy claims within the liability limit as determined by an independent actuary.
- D. A report issued by an independent actuary, which was completed within the last 18 months, must be part of the bid package. The report must indicate stability of the self-insurance program, ability to satisfy claims and financial stability of the Company.
- E. A claims audit of the program, performed within the last 18 months shall be provided.
- F. A copy of the Certificate of Self Insurance issued by the State of California, Department of Motor Vehicles, shall be provided.
- G. In the event that the self-insurance program is discontinued, the actuarial soundness of the claim reserve fund must be maintained for at least three (3) years.

A captive insurance company shall meet the same requirements as a self-insurer, except that it need not provide a Certificate of Self Insurance issued by the Department of Motor Vehicles.

- H. The evidence of insurance or self-insurance must include the following provision in their entirety:
 - 1. This insurance will not be cancelled, non-renewed, or reduced in limits without thirty (30) days prior written notice to the State; and
 - 2. The State of California, its officers, agents, employees and servants are included as additional insureds, but only insofar as the operations under this contract are concerned.

The Company shall be responsible for the timely submission of its insurance certificate (or self-insurance documents) and, in addition, such documentation as is needed to establish to the state's satisfaction that Company's insurance or self-insurance fully covers the operation of all participating franchisees and subcontractors.

In the event said insurance coverage expires at any time or times during the term of this contract, the Company agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance or provision in its plan of self insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year.

In the event the Company fails to keep insurance coverage in effect at all times as herein provided, the State may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event.

Either commercial insurance or self-insurance may satisfy these provisions regarding automobile liability. Should the Company opt for self-insurance, the Company agrees that its self-insurance program will conform with all the provisions of this section on automobile liability, including, but not limited to, the requirement that such insurance include the indemnification and defense of the State, its officers, agents, employees and servants. Further, any such program of self-insurance shall provide for the payment of all third party liability claims up to at least \$500,000 combined single limits of self-insurance.

16. **DAMAGE LIABILITY**

State employees will not be subject to any fee for loss or collision damage waiver, and in the event of an accident, will not be responsible for loss or damage to the vehicle except as stated in section 14 and 17.

17. **LOSS OF OR DAMAGE TO VEHICLE**

Notwithstanding the provisions of any Company vehicle rental agreement executed by the state employee, the Company hereby assumes and shall bear the entire risk of loss of, or damage to, the rented vehicles (including costs of towing, administrative costs, loss of use, and replacement), from any and every cause whatsoever, including without limitation, casualty, collision, fire, upset, malicious mischief, vandalism, falling objects, overhead damage, glass disappearance, except where the loss or damage is caused by one or more of the following:

- A. Willful or wanton misconduct on the part of a driver. **Willful or wanton misconduct is conduct, which is committed with an intentional or reckless disregard for the safety of others or with an intentional disregard of a duty necessary to the safety of another's property.**
- B. Obtaining the vehicle through fraud or misrepresentation.
- C. Operation of the vehicle by a driver who contributed to the vehicle damage while such person was (and has been adjudged by the courts to have been) under the influence of alcohol (in excess of the legal limits) or any illegal non-prescription drug.
- D. Use of the vehicle for any intentionally illegal purpose.
- E. Use or permitting the vehicle to carry unauthorized passengers or property for hire.
- F. Operation of the vehicle in a test race or contest.
- G. Operation of the vehicle by a person other than an authorized driver.
- H. Operation of the vehicle outside the continental United States except where such use is specifically authorized by the rental agreement. Operation across international boundaries unless specifically authorized at the time of rental. (State of California policy requires that the appropriate state agency approve the out-of-the-United States travel, that the Company is notified regarding the trip and that the Department of General Services, Office of Risk and Insurance Management-approved insurance is obtained for the trip.)
- I. Operation of the vehicle off paved, graded or maintained roads, driveways, or state employees residences except when the Company has agreed to this in writing beforehand and the vehicle was properly designed for such use.

Note: The above exceptions are not valid where prohibited by state law.

18. **BILLING FOR DAMAGES**

When loss or damage is due to an exception stated above, the Company will submit its bills directly to the state employee's agency, and not to the state employee. If the agency denies liability on the basis that the state employee was not operating the vehicle within the scope of employment at the time of the loss, the Company may handle the matter directly with the state employee. Claims for damage to a vehicle will not include amounts for loss of use.

19. **ACCIDENTS OR REPAIRS**

The Company will notify renters that in the event of an accident or if repairs become necessary, the state employee should immediately notify the Company by calling the toll free telephone number, or other telephone number provided by the Company and request a replacement vehicle if necessary and instructions for the disposition of the disabled vehicle. The time spent while waiting for the replacement or for repairs due to any mechanical failure of the vehicle shall be deducted from the total amount of rental time.

20. **VEHICLES**

Rental vehicles will be properly licensed, clean and maintained in a safe operating condition, be no more than two years old, and have no more than 40,000 miles on the odometer. Vehicles should have 4-doors (unless otherwise specified, i.e., reasonable accommodation in compliance with the ADA) accommodate four passengers and baggage comfortably, be equipped with an automatic transmission, air conditioning, power steering, power brakes, trunk and all safety equipment required by law. Vehicles will contain a full tank of gas at the time of pick up.

21. **NONUSE**

Full compliance with the terms of this Agreement is required of the Company and its participating locations. Any material deviation from standard rental car practices, or from the terms of this Agreement, may constitute good cause for an individual rental location to be placed in an immediate nonuse status until such time as the State of California determines that proper remedial measures have been effected. Serious violations on a system-wide basis may justify disqualification of the Company from further State of California business. If the Company is disqualified, this Agreement will be immediately terminated.

22. **REPORTS**

A report providing official rental information will be submitted quarterly to:

Statewide Travel Program Administrator
Office of Fleet Administration
802 Q Street
Sacramento, California 95814

The Company will report, by rental location, the total number of vehicle rentals, number of each size/class car rented, total revenue from state employee rentals, average number of days per rental, and average number of miles/kilometers driven per day per rental. In addition, a list of all accidents must be reported each quarter, including total incurred, paid and reserved losses for each accident.

23. **QUALITY CONTROL**

The Company will appoint a representative to be contacted with regard to billing problems and/or complaints. This representative is identified in **Attachment 6**.

The Statewide Travel Program Administrator and Chief of the Office of Fleet Administration will direct matters of serious concern to appropriate Company headquarter personnel.

24. **ALTERNATIVE DISPUTE RESOLUTION**

In the event a dispute arises with respect to the interpretation of, performance of, or the relationship created by, all or any part of this Agreement, the parties shall attempt in good faith to resolve the dispute. If such efforts prove unsuccessful, each party agrees to consider the use of mediation, mini-trial, arbitration or other alternative dispute resolution techniques prior to

resorting to litigation. If the parties utilize mediation, mini-trial, arbitration or other alternative dispute resolution techniques, each party agrees that no award or decision resulting therefrom shall include punitive damages.

25. **ANTITRUST**

The following provisions of Government Code Section 4552, 4553 and 4554 shall be applicable to the Company.

- A. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.c. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. See Government Code Section 4552.
- B. If an awarding body or public purchasing body receives, either through judgement or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. See Government Code Section 4553.
- C. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured, thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

26. **ALTERNATIVE FUEL VEHICLES**

The Company will be required to submit a statement to the Office of Fleet Administration regarding plans to comply with laws, rules and regulations that address the purchase and utilization of alternative fuel vehicles.

Company must provide Alternative Fuel Vehicles, vehicles must be either Compressed Natural Gas or Electric, in accordance with the following Attachment 7. To see a list of Alternative Fuel Vehicles accepted go to <http://www.arb.ca.gov/msprog/ccbglzev.htm>.

27. **BONUSES**

To the extent possible, the Company shall not issue any type of frequent flyer bonuses or club membership bonuses to individuals for vehicles leased under the terms of this contract.

28. **MARKETING AND PROMOTIONAL ADS**

All marketing and promotional ads concerning any contract or rates awarded under this IFB must be approved by the Statewide Travel Program Administrator, prior to distribution.

EXHIBIT B

SPECIAL DEFINITIONS & CONDITIONS

1. **UPGRADE VEHICLE**

For the purpose of this IFB, any vehicle rented at a rate higher than the contract vehicle (i.e., an intermediate, full size, luxury, specialty, 4WD vehicle, jeep/sport utility, mini-van, cargo van, 15 passenger van or box truck.)

2. **DAILY RATE**

For the purpose of this IFB, the charge per day (24 hours) for the lease of a vehicle.

3. **WEEKLY RATE**

For the purpose of this IFB, the charge for the lease of a vehicle for seven (7) continuous days and shall be calculated as six (6) times the daily rate.

4. **MONTHLY RATE**

For the purpose of this IFB, the charge for the lease of a vehicle for thirty (30) continuous days.

5. **ON-AIRPORT LOCATION**

For the purpose of this IFB, a location or office which is within the airport terminal, or an area within the airport property so designated specifically for car rental services.

Vehicles may be located in a satellite location. Hours of operation for an On-Airport location or office shall be consistent with airport operating hours. **Hours of operation may not always be 24 hours a day but rather the hours open to the general public.**

6. **OFF-AIRPORT LOCATION**

For the purpose of this IFB, a location or office which is located outside the airport terminal property or an area so designated specifically for car rental services. Hours of operation for an Off-Airport location or office shall be consistent with normal business hours (M-F, 8a.m.-5p.m.).

7. **STATE EMPLOYEE DEFINED**

For the purpose of this IFB, a state employee is an officer or employee of the Executive Branch of California State Government. This includes employees of the California State University System (CSU), University of California System (UC), and Community Colleges.

8. **OPTIONAL USERS**

Rates will be made available to optional users traveling on authorized state business when reserved directly with the car rental company or through an authorized travel agent. In addition to the officers and employees of the Executive Branch, the following may, but are not required to, obtain services under these contracts providing they are on authorized state business:

A. **NON SALARIED** – Persons who are on official state business and whose travel expenses are paid by the State (this includes volunteers, members of official task forces, consultants and members of some commissions and boards, and wards of the State).

B. **ELECTED CONSITUTIONAL OFFICERS** – Governor, Lieutenant Governor, State Controller, Attorney General, Secretary of State, Superintendent of Public Instruction, State Treasurer, Insurance Commissioner, members of the Board of Equalization, and members of the staff of the above constitutional officers.

- C. **STATE LEGISLATIVE BRANCH** – Members of the State Senate, Members of the State Assembly, and Legislative staff members.
- D. **STATE JUDICIAL BRANCH** – Justices, officers, and employees of the Supreme Court of California, the Courts of Appeals, the Judicial Council, and Trial and Superior Courts.
- E. **EXECUTIVE PROTECTION** – Persons providing executive protection to anyone authorized to use these contracted rates.

9. **EXCISE TAX**

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

10. **SETTLEMENT OF DISPUTE**

In the event of a dispute, Contractor shall file a "Notice of Dispute" with Office of Fleet Administration, Attn: Office Chief within ten (10) days of discovery of the problem. Within ten (10) days, the Office Chief shall meet with the Contractor and Project Manager for purposes of resolving the dispute. The decision of the Office Chief shall be final.

In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.

11. **POTENTIAL SUBCONTRACTORS**

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

ATTACHMENT 2

BID/BIDDER CERTIFICATION SHEET

ATTACHMENT 2

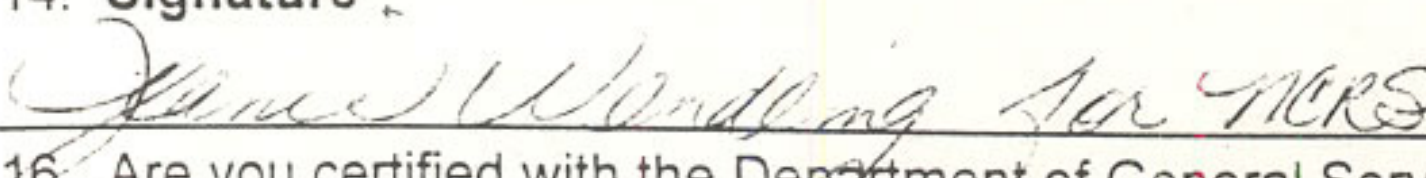
BID/BIDDER CERTIFICATION SHEET

This Bid/Bidder Certification Sheet must be signed and returned along with all the "required attachments" as an entire package in duplicate with original signatures. The bid must be transmitted in a sealed envelope in accordance with IFB instructions.

Do not return Section C, Bid Requirements and Information nor the "Sample Agreement".

- A. See Attachment 2: Daily, Weekly and Monthly Rates, and One Way Drop Charges Form & Attachment 3: International Rates Form (if applicable).
- B. All required attachments are included with this certification sheet.
- C. I have read and understand the DVBE participation requirements and have included documentation demonstrating that I have met the participation goals or have made a good faith effort.
- D. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.

An Unsigned Bid/Bidder Certification Sheet May Be Cause For Rejection

1. Company Name National Car Rental	2. Telephone Number (800) 372-0532	2a. Fax Number (650) 548-0156
3. Address 200 S. Andrews Ft. Lauderdale, FL 33301		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input checked="" type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN) 41-1571141	8. California Corporation No.	
Indicate applicable license and/or certification information:		
9. Contractor's State Licensing Board Number	10. PUC License Number CAL-T-	11. Required
12. Bidder's Name (Print) Jeanie Wendling	13. Title Director of Sales	
14. Signature 	15. Date 10-17-01	
16. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:		
a. Small Business Enterprise Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, enter certification number: _____		
b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, enter your service code below: _____		
NOTE: A copy of your Certification is required to be included if either of the above items is checked "Yes". Date application was submitted to OSBCR, if an application is pending: _____		

Completion Instructions for Bid/Bidder Certification Sheet

Complete the numbered items on the
Bid/Bidder Certification Sheet by following the instructions below.

Item Number s	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete if your firm holds a California contractor's license. This information will be used to verify possession of a contractor's license for public works agreements.
10	Complete if your firm holds a PUC license. This information will be used to verify possession of a PUC license for public works agreements.
11	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
12, 13, 14, 15	Must be completed. These items are self-explanatory.
16	If certified as a Small Business Enterprise, place a check in the "Yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.

ATTACHMENT 3

DAILY, WEEKLY AND MONTHLY RATES AND ONE WAY RENTAL DROP CHARGES

ATTACHMENT 3
STATE OF CALIFORNIA CAR RENTAL AGREEMENT
COMMERCIAL CAR IFB DGS OFA CC02
BID SUBMISSION FORM

RATES

CONTRACT VEHICLE*

DAILY

WEEKLY
(Six Days)


MONTHLY

Class/Vehicle**			
	\$65.00	\$390.00	\$1560.00
Mid-Size/Intermediate	\$65.00	\$390.00	\$1560.00
Full-Size	\$72.00	\$432.00	\$1728.00
Luxury	25% off NBR	25% off NBR	25% off NBR
Specialty	25% off NBR	25% off NBR	25% off NBR
Mini Van	\$85.00	\$510.00	\$2,040.00
15 Passenger Van	N/A	N/A	N/A
FWD/Sport Utility Vehicle	25% off NBR	25% off NBR	25% off NBR
Other (Specify) any vehicle class not otherwise indicated	25% off NBR	25% off NBR	25% off NBR

1. **Personal/Leisure Travel.** The above quoted rates ARE ARE NOT (circle one) available to State of California employees on personal/leisure travel and DO DO NOT (circle one) include insurance benefits.
2. **Overtime Charges.** Daily Rate - The Company will charge one-third (1/3) of the daily rate per hour until the maximum daily rate is reached for vehicles leased on a daily basis.
A charge of .35¢ per mile will apply for all miles on all one-way rentals outside of the local rate zones (see Attachment and for any unauthorized drops (rental not reserved as one-way)
3. **Drop Charges.** Charges for one-way rental

National Car Rental

Name of Vendor Bidding


Signature of Person Authorized to
Commit the Vendor to Binding Contract

10-17-01
Date

*The National Business Rate (NBR) is a rate competitive with other rental agencies in the area.
**Specify Passenger Size

ATTACHMENT 4

INTERNATIONAL RATES

INTERNATIONAL RATES

A. International rental rates:

Please see attached for International rates which are valid for 12 months. National will update the State of California with revised International rates on the anniversary date of the contract.

ATTACHMENT 5

PARTICIPATING LOCATIONS

PARTICIPATING LOCATIONS

Participating locations are:

PARTICIPATING CALIFORNIA LOCATIONS & HOURS OF OPERATION

ANAHEIM – INTOWN WEST KATELLA

Daily 8:00 AM – 5:00 PM

ARCATA

Mon-Fri 8:00 AM – 9:30 PM, Sat 8:00 AM – 5:00 PM, Sun 8:00 AM – 9:30 PM

BAKERSFIELD

Mon – Thu 7:00 AM – 10:30 PM, Fri 7:00 AM – 8:00 PM, Sat 9:00 AM – 5:00 PM
Sun 10:00AM – 10:30 PM

BERKELEY – INTOWN UNIVERSITY AVE

Mon – Fri 7:30 AM – 7:00 PM, Sat – Sun 7:30 AM – 5:00 PM

BURBANK

Sun – Fri 6:00 AM – 11:00 PM, Sat 6:00 AM – 10:00 PM

CONCORD – INTOWN JOHN GLENN DR.

Mon – Fri 7:30 AM – 7:00 PM, Sat – Sun 8:00 AM – 5:00 PM

ESCONDIDO – INTOWN S ORANGE ST.

Mon – Sat 8:00 AM – 5:30 PM, Sun Closed

EUREKA AIRPORT (McKINLEYVILLE/ARCATA)

Sun - Fri 8:00 AM – 8:15 PM, Sat 8:00 AM– 3:00 PM , call location for after hours arrangements

FRESNO

Mon – Fri 6:00 AM – 11:00 PM, Sat 6:30 AM – 10:00 PM, Sun 7:00 AM – 11:00 PM

LIVERMORE – INTOWN EAST AVENUE

Mon – Fri 7:00 AM – 6:00 PM, Sat – Sun 9:00 AM – 4:00 PM

LONG BEACH AIRPORT

Sun – Fri 6:30 AM – 10:30 PM, Sat 6:30 AM – 9:00 PM

LOS ANGELS AIRPORT

24 Hours (Daily)

MODESTO

Mon – Fri 8:00 AM – 4:00 PM, Sat – Sun Closed

MONTEREY

Sun – Fri 6:30 AM – 11:30 PM, Sat 8:00 AM – 8:00 PM

OAKLAND

Mon – Fri 5:30 AM – 12:00 Midnight, Sat 7:00 AM – 10:00 PM,
Sun 7:00 AM – 12:00 Midnight

ONTARIO

Daily 6:00 AM – 12:00 Midnight

ORANGE COUNTY

Daily 6:00 AM – 11:00 PM

PALM SPRINGS AIRPORT

Daily 7:00 AM – 12:00 Midnight

PALO ALTO – INTOWN EL CAMINO REAL

Mon – Fri 7:30 AM – 7:00 PM, Sat 8:00 AM – 5:00 PM, Sun 9:00 AM – 5:00 PM

SACRAMENTO AIRPORT

Mon – Fri 5:00 AM – 12:00 Midnight, Sat – Sun 5:30 AM – 12:00 Midnight

SAN DIEGO AIRPORT

24 Hours (Daily)

SAN FRANCISCO AIRPORT

24 Hours (Daily)

SAN FRANCISCO – INTOWN MISSION ST.

Mon – Fri 7:00 AM – 7:00 PM, Sat – Sun 8:00 AM – 5:00 PM

SAN FRANCISCO – INTOWN O'FARRELL ST.

Mon – Thu 6:30 AM – 7:00 PM, Fri – Sun 6:30 AM – 9:30 PM

SAN JOSE AIRPORT

Daily 5:30 AM – 11:30 PM

SAN RAFAEL – INTOWN BELLMAN BLVD.

Mon – Fri 7:30 AM – 6:00 PM, Sat 8:00 AM – 5:00 PM, Sun 9:00 AM – 4:00 PM

SANTA BARBARA AIRPORT

Mon – Thu 6:00 AM – 11:00 PM, Fri 6:00 AM – 10:00 PM, Sat 7:00 AM – 9:00 PM,
Sun 7:00 AM – 11:00 PM

SANTA MONICA – INTOWN BROADWAY ST.

Mon – Fri 7:30 AM – 6:00 PM, Sat 8:00 AM – 4:00 PM, Sun 8:00 AM – 1:00 PM

SOLANA BEACH – INTOWN S HWY 101

Mon – Fri 8:00 AM – 6:00 PM, Sat 8:00 AM – 3:00 PM, Sun 9:00 AM – 12:00 Noon

SOUTH LAKE TAHOE – INTOWN EM BAY

Mon – Sat 8:00 – 12:00 Noon and 1:00 – 4:30 PM, Sun Closed

ATTACHMENT 6

**RESERVATION TOLL FREE NUMBER, QUALITY
CONTROL REPRESENTATIVE NUMBER**

RESERVATION TOLL FREE NUMBER
AND
QUALITY CONTROL REPRESENTATIVE(S)

1. The toll free telephone number for reservations is:

800-227-7368 or 800 CARRENT

2. The Name, Address and Telephone/FAX number of the Company representative(s) to be contacted with regard to billing problems and/or complaints is:

Name: Jeanie Wendling

Title: Director of Sales

Address: 40 Edwards Ct.

Burlingame, CA 94010

Telephone: 800-372-0531

Fax: 650-548-0156

Name: Jodie Hackworth

Title: Sales Coordinator

Address: 40 Edwards Ct.

Burlingame, CA 94010

Telephone: 800-372-0531

Fax: 650-548-0156